



IMTC Copyright and Trademark Policy

Summary

The Copyright and Trademark Policy identifies the ownership and copyrights of Contributions to IMTC activities. It also defines the usage of IMTC trademarks and some general IPR rules.

This revised version of the IMTC Copyright and Trademark Policy, previously known as the IMTC IPR Policy, removes the patent related clauses from this document. The IMTC Patent Policy is published in a separate document.

Document history

| Edition | Date | Description |
|----------------|---------------|----------------------------------------------------------------------|
| 1 | March 2004 | Initial version of the IMTC IPR Policy |
| 2 | 17 April 2014 | Published first version of a separate copyright and trademark policy |

1.0 Rationale

IMTC requires an explicit Intellectual Property Rights (IPR) Policy to conduct its daily work. The objectives of the IPR Policy include:

1. Protection of the Members' and others' intellectual property rights (IPR).
2. Members and others producing products based on IMTC activities are not unreasonably inhibited by licensing for IPR.
3. IMTC Activity Groups and other functions are able to continue and improve their effectiveness without unreasonable constraint from the IPR Policy.

It is important to note that the primary enforcement mechanism available to cover violations of the IPR policy is termination of membership. The IMTC intends that the policy be followed, but it is possible for violations to occur either intentionally or inadvertently, and the IMTC can do little to rectify to results of the violation (however others may have legal remedies).

The IMTC IPR Policies cover the following topics:

- Patent Policy – published in a separate document
- Copyright Policy

- Trademark Policy
- Trade Secrets

All information disclosed to IMTC or its subgroups will be considered to be non-confidential with the exception of specific cases where confidentiality is required per section 5 of this document.

2.0 Definitions

Contribution – A proposal, suggestion or idea offered toward a Deliverable. Contributions may be either Written or oral.

Contributor – A natural person who is personally involved in, aware of, or responsible for the production, review, or approval of a Contribution prior to submission to IMTC or any subgroup.

Deliverable – A Written output of IMTC or an IMTC sub-group such as an Activity Group or Working Group. This includes, but is not limited to, reports, standards, drafts, specifications, software, tables, web pages, slides, or similar materials. All parts of such outputs are Deliverables without exception.

IPR – Intellectual Property Rights. Includes patent, unpublished patent application, published patent application, planned patent application, copyright, trademark, and trade secret rights as well as similar intellectual property rights as may exist in different jurisdictions.

Member – an individual or organization which is a Member of IMTC, as defined in the currently in-force IMTC Bylaws.

Participant – A natural person who attends, assists, or contributes to any IMTC activity or the activity of any IMTC subgroup, whether as an individual, representative of a Member or other entity, invited guest, Contributor, correspondent, officer, employee of IMTC, or in any other way.

Participating Entity – All persons and entities involved in the work of IMTC, including Participants, Members, and Submitters, and entities and persons under their control.

Submitter – For a given Contribution, the Submitter is all Contributors as well as any entities in control of Contributors, including the organization he or she represents or is sponsored by (if any), for example an employer, client, etc.

Written – Information in a form which may be stored and copied. This includes but is not limited to hardcopy, analog recordings, or digital documents. This term encompasses prose, diagrams, tables, illustrations, formal descriptions, images, motion pictures, audio, software, and data, but does not include oral statements.

3.0 General IPR rules

1. It shall be the responsibility of each Participating Entity to establish and enforce its own preferred and effective internal policies of confidentiality with respect to the disclosure of information through Participants to IMTC.

2. The nature of the terms under which the IPR is offered to IMTC is a valid consideration for whether it is to be used in a Deliverable.
3. No Member of IMTC is obligated to offer its own IPR for use by IMTC or by other Members of IMTC.
4. One purpose of these policies is to permit IMTC Working Groups and Activity Groups to be aware of the IPR issues associated with their work, and to be able to make informed decisions regarding the tradeoffs of alternatives for their work. Therefore, Participating Entities shall avoid deliberate efforts to frustrate this goal.
5. Participating Entities shall ensure that Participants under their control are aware of and comply with this policy.

4.0 Copyright Policy

This copyright policy identifies the ownership and copyrights of Contributions (note that Contributions may include software) to IMTC activities and the copyrights of Deliverables. All Contributions to IMTC are accepted on the basis of this copyright policy.

4.1 Grant of Rights and Permissions

By making a Contribution, all Submitters of the Contribution agree that the Contribution may be used in whole or part by IMTC without any restriction, and the Submitters grant IMTC a perpetual, irrevocable, non-exclusive, royalty-free, world-wide right and license without restriction to:

1. copy, publish, display and distribute the Contribution,
2. prepare derivative works (including translations) that are based on or incorporate all or part of the Contribution, or comment upon it,
3. reproduce any trademarks, service marks or trade names which are included in the Contribution solely in connection with the reproduction, distribution or publication of the Contribution and derivative works thereof as permitted by this policy. When reproducing Contributions, the IMTC will preserve trademark and service mark identifiers used by the Contributor of the Contribution, including (TM) and (R) where appropriate,
4. extract, copy, publish, display, distribute, modify and incorporate into other works for any purpose, any executable code or code fragments that are included in the Contribution, and,
5. establish its own independent copyright on the Contribution and any Deliverable or other work derived from it.

Submitters may keep and use their original copyright for their own purposes.

4.2 Representations and Warranties

Further, Submitters of Contributions, by making a Contribution, represent and warrant that, to the extent personally known to the individual Contributors under their control:

1. No information in the Contribution is confidential and the IMTC may freely disclose any information in the Contribution.
2. There are no limits to the Submitter's ability to make the grants, acknowledgments and agreements herein.

3. The Contributor has not intentionally included in the Contribution any material which is defamatory or untrue or which is illegal under the laws of the jurisdiction in which the Contributor has his or her principal place of business or residence.
4. All trademarks, trade names, service marks and other proprietary names used in the Contribution that are reasonably and personally known to the Contributor are clearly designated as such where reasonable.

This copyright policy does not imply that IMTC is granted rights regarding any patents related to such copyrighted work. Patent IPR is covered by the Patent Policy.

In extremely rare exceptional cases, it may be necessary from time to time to use copyrighted materials with a different set of licenses or permissions from the copyright holder. In such cases, there shall be a Written cover sheet clearly outlining the intended use, restrictions and any permissions from the copyright holder for each such document. This cover sheet will become an integral part of the document for IMTC purposes. Because IMTC has an open document policy and uses electronic means of document distribution, restrictions that prohibit distribution by this means would result in additional expense and complication and so are permitted only in exceptional cases as authorized case-by-case by the IMTC Board of Directors.

Enforcement of the policy is accomplished by the Activity Group or Working Group chairperson who shall refuse to accept any Contribution that does not meet the requirements of this copyright policy.

4.3 Copyright and Notice on Software Code

In cases where Deliverables contain software code, IMTC will provide users of the Deliverable a free copyright license for the limited purpose of implementing, selling, making, and using products conforming to the standard.

Any such copyright license does not imply a grant of rights regarding any patents related to such copyrighted work. Patent IPR is covered by the patent policy.

All software code contained in a Deliverable is provided on an "AS IS" basis, and to the maximum extent permitted by applicable law, IMTC and the authors and developers of this software disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, of lack of negligence.

IMTC shall include a notice to this effect with all software code contained in a Deliverable.

5.0 Trade Secrets

As a general rule, no trade secrets of Participating Entities or of any third party should be brought into any IMTC activity.

However, some exceptional cases exist where the nature of the work is such that trade secrets are unavoidable. As an example, during IMTC interoperability testing events Participating Entities are required to keep secret any information that they are getting from or about the

equipment of any other partner participating in the interoperability event. The same is true for certification activities.

In such cases where secrecy is necessary and an understood part of the requirements for participation in an IMTC activity, Participating Entities shall comply with the applicable secrecy requirement. Any violation of this shall be reported to the IMTC Board of Directors, who can impose severe penalties on the Participating Entity, including but not limited to expulsion of the violator from IMTC or the activity.

6.0 Trademark Policy

IMTC, as a standards promotion organization, may establish and own its own trademarks. The usage of each IMTC trademark shall be regulated by clear instructions to be approved by the IMTC Board of Directors. Any violation of such trademark application rules shall be reported to the Board of Directors, who can impose penalties on the Member violating this policy, in addition to pursuing legal remedies.

Non-IMTC owned trademarks in Deliverables must generally be avoided. In exceptional cases such Trademarks may be included in Deliverables, if approved by the IMTC Board of Directors.

Participating Entities may not apply for a trademark on a term or mark coined by IMTC or developed as part of IMTC work on a Deliverable, except with explicit authorization by the IMTC Board of Directors.

IMTC will not apply for a trademark on any term or mark coined by a Member without explicit permission from the Member. To avoid this, Participating Entities are required to inform IMTC of the use of any trademark in Contributions or Deliverables that they are aware of.

7.0 Communications to Members

Upon approval by the IMTC Board of Directors, a copy of the approved IPR policies will be sent to all Members.

A copy of the approved IPR policies will be included in the Member registration package for all new Members and will be published on the IMTC website. New Members shall acknowledge the acceptance of the IPR policies at registration.

8.0 Amendment of this policy

This Policy may be altered or amended by the IMTC Board of Directors. Any such amendment will be effective upon a 2/3 supermajority affirmative vote of the IMTC Board of Directors.
